

THIS INDENTURE OF CONVEYANCE is made at Kolkata on this the
day of **TWO THOUSAND AND NINETEEN**

BETWEEN

SPECIALITY RESTAURANTS LIMITED (PAN AAEC6802M) a company within the meaning of the Companies Act 2013 having its registered office situated at Uniworth House, 3A Gurusaday Road, P.S. Kasba, P.O. Haltu, Kolkata 700 019 and represented by Mr. Shivam Asthana (**PAN NO. AHCPS4587R**) son of Sri Vijay Kumar Asthana in capacity of the delegated authorized officer of **Revera Developers LLP** having been duly authorized in pursuance of a Resolution of the Board of Directors and by virtue of General Power of Attorney dated 15th December, 2017 being No. 152312802 for the year 2017, hereinafter referred to as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the

FIRST PART

AND

Revera Developers LLP.

Authorized Signatory

REVERA DEVELOPERS LLP (PAN AAWFR5716N) a limited liability partnership firm having been incorporated in accordance with the provisions of the Limited Liability Partnership Act 2008 having its office situated at Flat No.102, 1st floor, 10A Sharda Building, Opp Jai Hind College, Church Gate, A Road, Mumbai 400 020 and represented by its authorised signatory Sri Shivam Asthana (**PAN NO. AHCPS4587R**) son of Sri Vijay Kumar Asthana hereinafter referred to as the **DEVELOPER/SELLER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**

AND

(1) **MR.** -----, son of Mr. -----, aged about ----- years, holding **PAN** : -----, by Occupation - -----, by Nationality – Indian, by Faith - ----- **AND (2) MRS.** -----, wife of Mr. -----, aged about ----- years, holding **PAN** : -----, by Occupation - -----, by Nationality – Indian, by Faith -----, both presently residing at -----, P. S. : -----, hereinafter collectively referred to as the **PURCHASERS** (which term and expression shall unless excluded by or repugnant to the context to be deemed to include their respective heirs, executors, administrators, representatives and assign etc.) of the **THIRD PART.**

WHEREAS:

- A)** The Vendor was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of land measuring 1 acre equivalent to 4047 sq.mtrs (more or less) situate lying at and being Premises No. 15 MAR (Erstwhile Plot No22/1) in block CF Street No. 78 in New Town, P.S. Rajarhat, District South 24

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Parganas (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PREMISES**)

- B)** By an agreement dated 12th October 2017 (hereinafter referred to as the DEVELOPMENT AGREEMENT) entered into between the Vendor and the Developer and registered at the office of the Additional District Sub Registrar, Rajarhat in Book No. I Volume No. 1523-2017 Pages 290499 to 290532 Being No. 152310099 for the year 2017 the Vendor had granted the exclusive right of development in respect of the said Premises unto and in favour of the Developer for the consideration and subject to the terms and conditions contained and recorded in the said Development Agreement
- C)** In pursuance of the said Development Agreement and in furtherance thereof the Developer caused a Plan to be sanctioned by New Town Kolkata Development Authority being No.0150111120180816 dated 16th August 2018 (hereinafter referred to as the PLAN) whereby the Developer in the name of the Vendor became entitled to construct erect and complete a new building at the said Premises comprising of ground plus 24 upper floors (hereinafter referred to as the NEW BUILDING)
- D)** Article X under the head of Area Sharing of said Development Agreement dated 12th October 2017 inter alia provides as follows:
- 10.1 In consideration of the Vendor having agreed to grant the exclusive right of development in respect of the said Land unto and in favour of the Developer herein the Vendor shall be entitled to ALL THAT the 15% of the developed area (i.e. equivalent to 14701 Sq.ft.) as marked and decided after sanction of plan proportionately on the floor forming part of the said Project Land TOGETHER WITH the undivided proportionate share in all common parts, portions, areas,

facilities and amenities (hereinafter referred to as the **VENDOR'S AREA**).

10.2 In consideration of the Developer having agreed to incur all costs charges and expenses for undertaking development of the said Project Land the Developer shall be entitled to retain for itself ALL THAT the remaining 85% of the total developed area forming part of the said Project Land TOGETHER WITH the undivided proportionate share in all common parts, portions, areas, facilities and amenities (hereinafter referred to as the DEVELOPER'S AREA)

E) In terms of the said Development Agreement and upon sanction of the Plan as hereinbefore recited, it has been agreed between the Vendor and the Developer that the Vendor shall be entitled to ALL THAT the entirety of the 6th floor of the said new building to be constructed at the said Premises containing by estimation an area of 14701 sq.ft. (more or less) (super built-up) TOGETHER WITH two covered car parking spaces AND TOGETHER WITH the undivided proportionate share in all common parts and portions AND TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises shall absolutely vest and/or belong to the Vendor (hereinafter referred to as the VENDOR'S AREA) without any right on the part of the Developer or any person claiming through or under it AND THAT after providing for the Vendor's Area as aforesaid the Developer shall be entitled retain and/or deal with the remaining constructed area forming part of the development and/or the said Housing Complex (hereinafter referred to as the DEVELOPER'S AREA) and shall be entitled to deal with the said Developer's Area as the absolute owner thereof

- F) The Developer caused the said housing project to be registered in accordance with the provisions of West Bengal Housing Industry Regulatory Authority Act (hereinafter referred to as the said ACT) under Registration No.-----
- G) After coming into force the provisions of the West Bengal Housing Industry Regulation Act 2017 (hereinafter referred to as the said ACT) and the rules framed thereunder (hereinafter referred to as the RULES) and in accordance with the provisions of the said Act and the Rules framed thereunder the Developer intends to sell and transfer the various units and sanctioned car parking spaces forming part of the Developer's Area as defined in the said Development Agreement and as such the Developer caused itself to be registered with the concerned authorities being the Housing Industry Regulatory Authority under Sub Section 1 of Section 20 of the said Act.
- H) By an agreement dated ----- entered into between the parties hereto the Developer agreed to sell and transfer and the Purchasers agreed to purchase and acquire on ownership basis ALL THAT the **Unit/Apartment No.** on the ----- floor of the said new building containing by estimation a carpet area of **Square Feet (more or less)** (hereunder referred to as the said UNIT situation whereof is shown and delineate din the map or plan annexed hereto and bordered in RED thereon) Together with right to park **One** motor car on the **Covered Car Parking Space** No.----- ----- on the ground floor/basement of the said Building (hereinafter referred to as the CAR PARK) TOGETHER WITH the undivided proportionate share in all common parts portions areas facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land underneath the said Block/Building appurtenant and/or allocable thereto (more fully

and particularly mentioned and described in the SECOND SCHEDULE hereunder written) for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said SALE AGREEMENT)

- I) The Developer has since constructed erected and completed the said new building and has obtained necessary completion certificate. In pursuance of the said Sale Agreement the Purchasers from time to time made full payment of the amount of consideration and other amounts payable under the said Sale Agreement and the Developer upon obtaining necessary completion certificate has put the Purchasers in complete vacant possession of the said Apartment and the Properties Appurtenant Thereto
- J) The Purchasers has now requested the Developer to execute the Deed of Conveyance and/or transfer in respect of the said Apartment and the Properties Appurtenant Thereto which the Developer have agreed to do subject to the terms and conditions hereinafter appearing

NOW THIS INDENTURE WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

SECTION I - DISCLOSURES, DISCLAIMER CONFIRMATION AND ACKNOWLEDGEMENT

- 1.1 At or before the execution of this Deed the Developer has provided to the Purchasers a certificate being the Report on Title of its Advocate and the Purchasers has satisfied themselves as to:
- i) The title of the Vendor.
 - ii) Gone through the title deeds relating to the said Premises.

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- iii) satisfied himself/herself as to the legal ownership in respect of the said premises and acknowledges that the Vendor/ Developer have a marketable title in respect thereof.
- iv) Has inspected the plan sanctioned by the authorities concerned.
- v) Acknowledges that the right of the Purchasers shall remain restrict to the said Apartment and the Properties Appurtenant thereto and that the Purchasers shall have no right over and in respect of the other parts and portions of the said new building.
- vi) Acknowledges that the terms and conditions of this Deed are fair and reasonable.
- Vii) Has obtained independent legal advise and the Advocates so appointed by the Purchasers has also caused necessary searches/investigation of title to be made
- viii) Acknowledges that the said new building is going to be a very prestigious building in the city of Kolkata and as such the Purchasers agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
- ix) The Purchasers have gone through all the terms and conditions set out in this Deed and have understood their respective obligations and rights detailed herein
- xi) The Purchasers hereby confirms that they are executing this Deed with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project
- xii) The Purchasers have fully satisfied themselves as to the carpet area comprised in the said Apartment and the Developer has delivered to the Purchasers copies of all title deeds including a copy of the plan sanctioned by the concerned authorities
- xiii) The Purchasers have also fully satisfied themselves as to the structural stability of the said new building

SECTION IV - SALE AND TRANSFER

2.1 **THAT** in consideration of the said Sale Agreement dated -----
 ----- AND in further consideration of a sum of **Rs.** -----
 -----/- (**Rupees** ----- **only**) of the lawful money of the Union
 of India well and truly paid by the Purchasers to the Developer (the
 receipt whereof the Developer doth hereby and also by the receipt
 hereunder written doth admit and acknowledge to have been received
 and of and from the payment of the same and every part thereof) the
 Developer with the consent and concurrence of the Vendor doth hereby
 sell transfer convey assure assign and grant **FIRSTLY ALL THAT** the
 Apartment No. ----- on the ----- floor of the new building situated at the
 said Premises (the said Premises more fully and particularly mentioned
 and described in the FIRST SCHEDULE hereunder written) containing by
 estimation a chargeable area of -----sq.ft. equivalent to -----
 ----- sq.ft. (super built-up area) (be the same a little more or less)
AND SECONDLY TOGETHER WITH ----- covered/open car parking
 space/s **AND THIRDLY ALL THAT** the proportionate share in all common
 parts portions areas and facilities to comprise in the said New Building
 and/or Housing Complex (more fully and particularly mentioned and
 described in the THIRD SCHEDULE hereunder written) **AND FOURTHLY**
TOGETHER WITH the undivided proportionate share or interest in the
 land forming part of the said premises appurtenant thereto (more fully
 and particularly mentioned and described in the SECOND SCHEDULE
 hereunder written and hereinafter referred to as the said APARTMENT
 AND THE PROPERTIES APPURTENANT THERETO situation whereof is
 shown and delineated in the map or plan annexed hereto and bordered
 in RED thereon) **AND THE VENDOR** in discharge of its obligations doth
 hereby sell transfer convey assign and assure and/or release relinquish
 and disclaim all its right, title interest if any into or upon the said
APARTMENT AND THE PROPERTIES APPURTENANT THERETO TO
HOLD THE same unto and to the Purchasers absolutely and forever

TOGETHER WITH the right to use the common areas installations and facilities in common with the other co-Purchasers and the owners and the other lawful occupants of the Building and/or Housing Complex (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **BUT EXCEPTING AND RESERVING** such rights easements quasi- easements privileges reserved for any particular Unit/ units and/or the Society and/or Association of Co-owners (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi- easements and provisions in connection with the beneficial use and enjoyment of the Said Unit and the Properties Appurtenant Thereto (more fully and particularly mentioned and the and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the said **APARTMENT** hereby sold transferred and conveyed and every part or parts or parts thereof unto and to the use of the Purchasers **SUBJECT TO** the House Rules and the restrictions (more fully and particularly mentioned and the and described in the **SIXTH SCHEDULE** hereunder written) AND also subject to Purchasers making payment of the proportionate share of common area maintenance charges (hereinafter referred to as the CAM CHARGES) payable in respect of the Said Unit and the Properties Appurtenant Thereto (such Maintenance charges more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written)

SECTION - III

3. AND THE VENDOR AND THE DEVELOPER AND EACH ONE OF THEM HEREBY COVENANTS WITH THE PURCHASERS as follows:

- a) **THAT** notwithstanding any act deed or matter or thing whatsoever done by the Vendor or executed or knowingly suffered to the contrary the Vendor are now lawfully rightfully and absolutely

seized and possessed of and/or otherwise well and sufficiently entitled to the Said Apartment and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended do to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

- b) **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor and the Developer now have in themselves good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment and the Properties Appurtenant Thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchasers in the manner aforesaid.
- c) **THAT** the Said Apartment hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lis-pendens debuttar or trusts made or suffered by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor/Developer.
- d) **THAT** the Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor and/or the Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) **THAT** the Purchasers shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispendens debuttar or trust or claims and demands whatsoever created

occasioned or made by the Vendor and/or Developer or any person or persons having or lawfully or equitably claiming as aforesaid.

- f) **THAT the** Vendor and/or the Developer and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment or any part thereof through under or in trust for the Vendor and the Developer shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment and every part thereof unto and to the use of the Purchasers in the manner as aforesaid as shall or may be reasonably required.
- g) **THAT** the Vendor and/or the Developer has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said **Apartment** hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

SECTION IV – PURCHASERS’S COVENANTS

4. AND THE PURCHASERS HEREBY COVENANTS WITH THE DEVELOPER as follows:


- i. **THAT** the Purchasers and all other persons deriving title under them shall and will at all times hereafter shall observe the restrictions/ House Rules regarding the user of the said Unit and also the obligations set forth in the **SIXTH SCHEDULE** hereunder written and acknowledges that observance of such rules and regulations are for the common benefit of all the owners and occupiers of the said New Building.
- ii. **THAT** the Purchasers shall within three months from the date of execution of these presents at their cost shall apply for obtaining

mutation of their names as the owner and until **Apartment** is not separately assessed the Purchasers shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the Building, as may be determined and fixed by the Developer and upon appointment of the Facility Management Company (FMC) or formation of the Holding Organisation to such FMC and/or or Holding Organisation as the case may be without raising any objection whatsoever.

- iii. **THAT** the Purchasers shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, if any, water tax, Urban Land Tax, and other levies impositions and outgoings whether presently payable or which may become payable in future (hereinafter referred to as the **RATES AND TAXES**) which may from time to time be imposed or become payable in respect of the said **Apartment** and proportionately for the Building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchasers, the Purchasers shall be liable to make payment of such Rates and Taxes to the Developer and shall also pay based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year and upon appointment of the FMC to such FMC or Holding Organisation.

SECTION V - OTHER COVENANTS

5. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

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- i. **THAT** the Undivided share in the land attributable to the said **Apartment** and the proportionate share in Common parts and portions hereby sold and transferred and attributable to the said **Apartment** shall always remain impartible.
- ii. **THE** right of the Purchasers shall remain restricted to the said **Apartment** and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the Building.
- iii. **THE** said building constructed at the said Premises shall always be known as "ONE PRIME".
- iv. The Purchasers shall observe all rules and regulations and maintain the decency of the said Building and shall not do or permit to be done any act deed or thing which is likely to affect the decency of the said Building and/or the rights of the other owners and occupiers of the said Housing Complex and for the aforesaid purpose shall not only observe the rules and regulations which may be framed from time to time but will also regularly and punctually make payment of the proportionate share of common area maintenance (hereinafter referred to as the CAM CHARGES)
- v. The Purchasers shall obtain separate electricity meter for the said **Apartment** in their own names and at their own cost/expenses and the Developer shall offer the necessary assistance. The Purchasers agrees to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.
- vi. The Purchasers further acknowledge that in the event of the Purchasers committing breach of any of the said rules and regulations or failing to make timely payment of the proportionate share of CAM Charges then and in that event the other Unit owners and/or occupiers of the said Housing Complex will

independently be entitled to enforce the same against the Purchasers.

SECTION VI - POSSESSION

- 6.1 It is hereby confirmed recorded and declared that the Developer has put the Purchasers in complete vacant possession of the said Apartment (hereinafter referred to as **POSSESSION DATE**) and the Purchasers acknowledge having received the possession of the said Unit.
- 6.2 On and from the said Possession Date the Purchasers has agreed that he/she/it shall:
- i. Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings of whatsoever nature payable in respect of the said Apartment and Properties Appurtenant Thereto as a whole and proportionately for the building and common parts.
 - ii. Regularly and punctually make payment of the maintenance charges payable in respect of the said Unit to the Developer and upon appointment of the Facility Management Company (hereinafter referred to as the FMC) to such FMC or Holding Organisation as the case may be as hereinafter provided. The Purchasers acknowledge that the obligation of regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the Purchasers in making regular and timely payment of such maintenance charges the same likely to adversely affect the rights and interest of other owners and/or occupiers of various other apartment owners in the said building.
 - iii. The Developer and/or the Holding Organisation and/or FMC will estimate every year what it thinks the estimate for providing the services (including insurance) during the year (Maintenance Charges Estimates) and such Maintenance

Charges Estimates may be revised during the year and the Purchasers shall have to make payment of such estimated amount on monthly basis in respect of its share (hereinafter referred to as the **MAINTENANCE CHARGES**) the amount so estimated. At the close of the year, if the amount so payable by the Purchasers is less than the Estimated Costs of the whole year then the balance amount will be carried forward and will be adjusted against the Service Charge percentage payable by the Purchasers for the following year and in the event of the same being more than what has been paid by the Purchasers, the Purchasers shall forthwith make payment of the same to the FMC and/or Developer as the case may be.

SECTION VII – CONTROL OF COMMON PARTS – MAINTENANCE – PAYMENT OF CAM CHARGES

- 7.1** The control and management of the common parts and portions of the building shall remain vested with the Facility Management Company (FMC) as and when such FMC is appointed and upon formation of the Holding Organisation with such Holding Organization subject to the right of the Purchasers to use the common parts and portions in common with other unit owners and/or occupiers of the said building
- 7.2** The Purchasers shall be liable and agrees to make payment of the proportionate share of Common Area Maintenance (CAM CHARGES) regularly and punctually to the FMC and/or Holding Organisation and/or to the persons entitled to receive the same and until appointment of the FMC and formation of the Holding Organisation such maintenance charges shall be paid by the Purchasers to the Developer.

- 7.3** The said CAM Charges will include an amount equivalent to 15% of such CAM Charges to be paid as and by way of maintenance expenses (hereinafter referred to as the MAINTENANCE FEE) and the Purchasers shall be liable to make payment of such CAM Charges which will include the said Maintenance Fee month by month and every month without any abatement or deduction on any account whatsoever or howsoever
- 7.4** AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:
- i) The Developer has already put the Purchasers in possession of the said Apartment and the Purchasers acknowledges having taking over possession of the said Apartment
 - ii) The Developer shall remain responsible for providing common services only for a period of three months from the date of execution of this Deed subject to the Purchasers making payment of the proportionate share of common area maintenance charges which includes a reasonable amount payable to the Developer for rendering such services (hereinafter referred to as the CAM CHARGES)
 - iii) The Purchasers shall cause their names to be mutated in the records of the concerned authorities within a period of three months from the date of execution of this Deed.
 - iv) The various unit owners in the said new building shall form an Association in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 within a period of three months and the Developer has agreed to render all possible assistance for formation of the said Association
 - v) The Purchasers acknowledges that timely payment of CAM charges is a must and in the event of any delay the same is likely to adversely affect the interest of the other flatowners in the said building and if such CAM Charges shall remain in arrears for a period of 60 days then and in that

event in addition to making payment of interest at the rate of 15% per annum the Developer and/or Adhoc Committee shall be entitled to and the Purchasers hereby consents :

- i) disconnect the supply of water to the said Unit
- ii) disconnect the supply of electricity
- iii) withdraw all utilities including generator facilities

and the same shall not be restored until such time the Purchasers has made payment of all amount lying in arrears together with interest accrued due thereon and such penal interest as may be determined from time to time including a sum of Rs.----- as and by way of restoration charges

- vi) For the purpose of withdrawal and/or suspension of the said facilities and/or utilities it will not be necessary for the Developer and/or FMC and/or Holding Organisation to serve any notice, in writing and the Purchasers hereby waives the right to receive such notice

7.5 FACILITY MANAGEMENT COMPANY – For the purpose of looking after the common parts and portions and for rendition of common services the Developer shall be entitled to appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Developer in its absolute discretion may deem fit and proper and in addition to the payment of CAM Charges the Purchasers shall be liable to make payment of the said Management Fee (being 15% of the CAM Charges payable by the Purchasers)

7.6 The Unit Owners and/or the Holding Organisation shall not be entitled to terminate the appointment of such FMC unless agreed to by all the flat/unit owners in the building and in the event of such FMC is to be substituted with any other FMC the consent of seventy five percent of the units owners in the building will have to be obtained.

- 7.7 The said FMC will remain responsible for looking after the common parts and portions and the Purchasers agree not to interfere in the FMC remaining in control of the common parts and portions
- 7.8 **HOLDING ORGANISATION** – Immediately after all the units in the building are sold and transferred the Unit Owners in consultation with the Developer shall form a Holding Organisation which may be a Syndicate and/or limited company and/or limited liability partnership or such other entity with such rules and regulations as the Developer may decide
- 7.9 The Purchasers agree to become members of such Holding Organisation and upon formation of such Holding Organisation the said Holding Organisation shall take control of all common parts and portions and shall remain liable for rendition of common services subject to the Unit Owners making payment of the CAM Charges
- 7.10 The Holding Organisation shall be entitled to frame such rules and regulations as may be necessary and/or required from time to time regarding user of the common parts and the Purchasers hereby agree to abide by the same
- 7.11 In order to become a member of the said Holding Organisation the Purchasers agrees to sign and execute all papers application and other documents as may be necessary and/or required and in the event of the Purchasers failing to sign such papers and/or applications the Developer as the constituted attorney of the Purchasers shall be entitled to sign and execute the same on behalf of the Purchasers and the same shall be binding on the Purchasers.
- 7.12 **ADHOC COMMITTEE** – Until the appoint of FMC or the formation of the said Holding Organisation, the Developer may form an Adhoc Committee comprising of three Unit owners (hereinafter referred to as the ADHOC COMMITTEE) to be nominated by the Developer and such Adhoc Committee shall be deemed to be the representative body of all the Unit

owners of the said Building and upon formation of the said Holding Organisation the said Adhoc Committee shall stand dissolved.

SECTION VIII – ROOF AND OTHER AREAS

- 8.1 It is hereby made expressly clear and agreed that the ultimate Roof of the building whereon various installations such as water tank, lift roof, dish antennae and other utilities are installed shall be deemed to be the Roof of the said building (hereinafter referred to as the ROOF)
- 8.2 The Purchasers shall have the limited right of access to the said roof for the purpose of carrying out repairs and/or replacements of the said installations and hereby confirm that he/she/it not have any right over and in respect of any open terraces, balconies and verandahs and in any event waive and disclaim all rights over and in respect thereof.
9. AND THIS DEED FURTHER WITNESSETH that at or before taking over possession of the said Apartment the Purchasers has fully satisfied himself/herself as to the workmanship of the said Apartment IT BEING EXPRESSLY made clear that in the event of there being any structural defect and the same is not occasioned because of any negligence and/or latches on the part of the Purchasers and detected within a period of 5 years from the execution of this Deed then and in that event the Developer shall cure and/or remedy the same at its own cost.

ALL THAT the piece and parcel of land measuring 1 acre equivalent to 4047sq.mtrs (more or less) situate lying at and being Premises No. 15 MAR (Erstwhile Plot No22/1) in block CF Street No. 78 in New Town, P.S. Rajarhat, District South 24 Parganas

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID PROPOSED FLAT AND THE PROPERTIES APURTEMENT
THERE TO)**

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ALL THAT the Flat/Unit in or portion of the New building being **UNIT/ FLAT NO. ----** containing by admeasurements a Carpet Area of ----- Sft. equivalent to ----- **SFT. SUPER BUILT-UP AREA** , be little more or less on a portion on the ----- **FLOOR of the said** New building known as “ -----” at the said premises and shown in the plan annexed hereto duly bordered in ‘**RED**’ thereon **TOGETHER WITH** right to park **ONE** small/medium sized motor car on the **COVERED CAR PARKING SPACE** on the ground floor of the said building complex to be specifically allotted and demarcated by the Developer at the time of possession **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **Third Schedule** hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land below/ beneath the said building described and mentioned in the **First Schedule** hereinabove written attributable to the said Unit.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts and Portions)

1. The foundation, columns, beams, support, corridors, lobbies, stair, stairways landings, entrances, exits and pathways.
2. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
3. The durwans & maintenance staff rest room with electrical wiring, switches and points, fittings and fixtures.
4. Transformer, electrical wiring, meters, fittings and fixtures for lighting the staircase lobby and other common areas excluding those as are installed for any particular Flat/Unit/Apartment and spaces required therefore.
5. Windows/doors/grills and other fittings of the common area of the premises.

6. Passenger lifts/ elevators with all machineries, accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.
7. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
8. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
9. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.
10. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
11. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.
12. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.
13. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Premises and / or the building as are necessary for passage to or use and occupancy of the Flat/Unit/Apartment as are necessary.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for Developer and/or the Holding Organization.

1. The right in common with the Purchasers and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including

- its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchasers and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Apartment) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
 3. The right of protection for other portion or portions of the Building by all parts of the Said Apartment as far as they now protect the same or as may otherwise become vested in the Purchasers by means of structural alterations to the Said Apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.
 4. The right for the Holding Organization and / or occupier or occupiers of other part or parts of the Building for the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building.
 5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/ overhead Reservoir, fire fighting equipment as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges of the Purchasers to be enjoyed along with other co-occupiers.

- i. The Purchasers shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the FOURTH SCHEDULE HERETO.
- ii. The right of access and passage in common with the Holding Organization and/or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tubewell, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Said Premises.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchasers or any person deriving title under the Purchasers or the servants agents employees and invitees of the Purchasers to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Co-owners and the Holding Organization along such drive way and path ways as aforesaid.
- iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.

- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(RULES/RESTRICTIONS)**

On and from the Possession Date the Purchasers as a separate covenant has agreed:

- a) TO CO-OPERATE with the other co-Purchasers and/or co-Purchasers and the Developer in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Developer and upon appointment of the FMC and/or formation of the Holding Organisation by such FMC and/or Holding Organisation as the case may be.
- c) TO ALLOW the Developer and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Unit and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Seventh Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer and upon appointment of the FMC to such FMC.

- e) TO DEPOSIT the amounts reasonably required with the Developer and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Apartment wholly and proportionately relating to the common parts.
- g) To use the said Apartment for residential purposes only and for no other purpose whatsoever or howsoever
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Apartment
- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Apartment
- j) To keep the said Apartment in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Apartment

The Purchasers hereby further covenants by way of negative covenants as follows:

- a) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchasers's enjoyment of the said Apartment.
- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.

- d) NOT TO store or bring and allow to be stored and brought in the said Apartment any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- e) NOT TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Apartment save and except at the places, which have been specified in the said Apartment for such installation.
- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- i) NOT to use the said Apartment or any part or portion thereof for any political meeting nor for any dangerous, noxious or offensive trade or business.
- j) NOT to slaughter or permit to be slaughtered any animal and/or bird in the common parts and portions of the building or at any other place which may be visible to others nor do any act, deed or thing which may hurt the sentiments of the other owners and/or occupiers.
- k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done

into or upon the said Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.

- l) NOT to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said residential complex
- m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex
- n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- o) NOT TO damage or demolish or cause to be damaged or demolished the said Apartment or any part thereof or the fittings and fixtures affixed thereto.
- p) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment which in the opinion of the Developer /FMC differs from the colour scheme of the building or deviation or which in the opinion of the Developer /FMC may affect the elevation in respect of the exterior walls of the said building.

- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Developer and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Developer / Architect / FMC.
- r) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) NOT TO make in the said Apartment any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Developer /FMC and / or any concerned authority.
- t) THE Purchasers shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchasers shall be entitled to avail of the central antenna facilities to be provided by the Developer to the Purchasers and also the other owners of the units in the said Premises at their cost.
- u) NOT TO use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchha or pucca construction grilled wall/enclosures thereon or part thereof and shall

keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Developer/FMC.
- x) TO ABIDE by such building rules and regulations as may be made applicable by the Developer and upon appointment of the FMC by such FMC.
- y) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- z) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- aa) In the event of non-payment of such services and maintenance charges the Purchasers shall be liable to pay interest at the rate of 15% per annum to the Developer and upon appointment of the FMC to such FMC and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that event without prejudice to any other rights which the Developer and or FMC shall be entitled to and the Purchasers hereby consents:
 1. To discontinue the supply of electricity.
 2. To discontinue / disconnect the supply of water.
 3. To withhold the services of lifts to the Purchasers and the members of their families and visitors and the same shall not be restored until such time the Purchasers having made full

payment of the amounts due with interest at the aforesaid rate.

4. To discontinue the facility of DG power back-up.
- bb) In the event of non-payment of any of the amounts payable by the Purchasers to the Developer/FMC/Holding Organization, the DEVELOPER / FMC/ Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

CAR PARKING:

- a. It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the Purchasers shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Purchasers shall be entitled to use or cause to be used the car parking space allotted to him/her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- b. Parking of Car will be permitted only if specifically allotted. The said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).
- c. THE Purchasers shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s)
- d. THE Purchasers shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s)
- e. IN the event of the Purchasers washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it

will be obligatory on the part of the Purchasers to clean up the entire space.

- f. THE Purchasers shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces.
- g. NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- h. TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.
- i. MUST NOT let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Unit to anyone else excepting to a person who owns a Unit in the building and the Purchasers will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(MAINTENANCE CHARGES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.

4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. The proportionate share for upkeep maintaining and carrying out all repairs and/or renovations into or upon the said mechanical car park.
10. Cleaning as necessary of the areas forming parts of the property.
11. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer may think fit.
12. Maintaining and operating the lifts.
13. Providing and arranging for the emptying receptacles for rubbish.
14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Apartment.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual lessee of any apartment.

16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartment.
17. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Apartment.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organisation it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for of the owners of the Units and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule.

Revera Developers LLP.

Authorised Signatory

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of:

1.

2.

.....

SIGNATURE OF VENDOR

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of:

1.

2.

.....

**SIGNATURE OF
SELLER/DEVELOPER**

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of:

1.

2.

.....

SIGNATURE OF PURCHASERS

Revera Developers LLP.

Authorised Signatory

RECEIVED of and from the within named Purchasers within mentioned sum
of Rs. _____/- (Rupees

_____ **Only**) being the consideration amount in **PART** as per
memo below:-

MEMO OF CONSIDERATION

1.	By Cheque No. _____ dated _____ drawn on _____	Rs. _____/-
2.	By Cheque No. _____ dated _____ drawn on _____	Rs. _____/-
TOTAL AMOUNT RECEIVED		Rs. _____/-

Witness:

- 1.
- 2.

.....
SIGNATURE OF DEVELOPER

Revera Developers LLP.
[Signature]
Authorised Signatory

DATED ----- DAY OF ----- 2019

DEED OF CONVEYANCE

BETWEEN

SPECIALITY RESTAURANTS LIMITED
-----**VENDOR**

AND

REVERA DEVELOPERS LLP
-----**DEVELOPER**

&

MR. -----
& ANR -PURCHASERS

FLAT/ UNIT NO. -----

FLOOR - -----

----- (project name)

Revera Developers LLP.
Shiva
Authorised Signatory